

**OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

**MEMORANDUM**

Agenda Item No. 14(A)(1)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** July 6, 2023

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving, pursuant to section 125.031, Florida Statutes, the terms of and authorizing execution by the County Mayor of a Lease Agreement ("Lease") between Interamerican Bank, a Federal Savings Bank, and Miami-Dade County, as tenant, for premises located at 1000 SW 57 Avenue, Suite 200, West Miami, Florida 33144, to be utilized by the County as a district office for County Commission District 6, for a 42 month term, with one, four-year option to renew, having an estimated fiscal impact to the County of \$825,302.48 for the approximately eight year period, including base rent in the amount of \$429,283.21, lease management fees in the amount of \$21,464.16, an estimated \$186,555.11 in expenses reimbursable to landlord (inclusive of common area maintenance, utilities, real estate taxes, and insurance), additional parking fees in the amount of \$45,000.00 and an estimated \$143,000.00 for tenant improvements; and authorizing the County Mayor to take all actions necessary to exercise all rights conferred in the Lease Agreement and to take all actions necessary to effectuate same

Resolution No. R-673-23

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Kevin Marino Cabrera.

  
Geri Bonzon-Keenan  
County Attorney

GBK/jp

MDC001

# Memorandum



**Date:** July 6, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Lease Agreement between Interamerican Bank, a F.S.B., and Miami-Dade County, for Property Located at 1000 SW 57 Avenue, Suite 200, West Miami, Florida 33144  
Lease No. 15-4012-014-0310-L02

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## **Summary**

This item is for the approval of a Lease Agreement ("Lease"), between Interamerican Bank, a F.S.B. ("Landlord"), a Federal Savings Bank, and Miami-Dade County ("County"), as tenant, for the lease of approximately 1,837 square feet of air-conditioned office space, together with the right to three reserved parking spaces, the option to rent up to an additional five reserved parking spaces, along with the non-exclusive right to use the parking lot with other tenants. The office space will be utilized by Miami-Dade County as a district office for the Commissioner of District 6. The proposed Lease has a 42-month initial term, with one additional four-year option to renew. The estimated cumulative fiscal impact to the County for the 42-month initial term and four-year option to renew is \$825,302.48. This amount is comprised of \$429,283.21 in base rent, an estimated \$186,555.11 in reimbursable expenses to Landlord (including tenant's pro rata share of taxes, insurance, electricity, water, waste disposal and common area maintenance), \$21,464.16 in lease management fees, \$45,000.00 for additional reserved parking, and an estimated amount of \$143,000.00 for tenant improvements. Annual operating expenses (to include internet, telephone, cable, janitorial and custodial services, and pest control) shall be paid directly to vendors by the County, at market rate.

## **Recommendation**

It is recommended that the Board of County Commissioners ("Board") approve the terms of and authorize the execution of the Lease between the County and the Landlord, for the use of property located at 1000 SW 57 Avenue, Suite 200, West Miami, Florida 33144 ("Premises"), to be utilized as a district office. More specifically, the resolution does the following:

- Approves the lease of 1,837 square feet of air-conditioned office space, plus three (3) reserved outdoor parking spaces in front of the Premises and the option to rent up to an additional five (5) reserved outdoor parking spaces; and
- Authorizes an initial lease term of 42-months, with one (1) additional four-year option to renew.

The Lease becomes effective on the first day of the next month following the effective date of the resolution approving the Lease.

## **Scope**

The Premises is located in Commission District 6, which is represented by Commissioner Kevin Marino Cabrera. Written notice of the Lease was provided to the Commissioner.

**Fiscal Impact/Funding Source**

The fiscal impact to the County for the first year of the initial lease term is estimated to be \$223,810.36 which is comprised of: (i) \$51,435.96 (approximately \$28 per square foot) in annual base rent; (ii) lease management fees of approximately \$2,571.80, equal to five percent (5%) of the annual base rent to be paid to the Internal Services Department (ISD) for administration of the Lease; (iii) \$20,802.60 in estimated pro rata share of property taxes, insurance, utilities (electricity, water and sewer, waste disposal) and common area maintenance, reimbursable to the Landlord; (iv) an estimated \$143,000.00 to be utilized for tenant improvements to the Premises; and (v) \$6,000.00 to rent five (5) additional reserved outdoor parking spaces. The total projected fiscal impact to the County for the initial 42-month term of the Lease is estimated to be \$438,043.13, (including base rent, lease management fees, property taxes and insurance, electricity, water and sewer, waste disposal, common area maintenance, tenant improvements and additional reserved parking).

The Lease includes an annual rental increase of three percent (3%). Should the County choose to exercise the one, four-year option to renew, the estimated fiscal impact for approximately eight years of possession of the Premises (to include base rent, lease management fees, property taxes and insurance, electricity, water and sewer, waste disposal, common area maintenance, tenant improvements and additional reserved parking) is estimated to be \$825,302.48. The funding source is the "G1001 (Chartfield CC06010202) No Grant" classification.

ISD conducted an in-house survey of the comparable rental values in the immediate area to determine the market rental value of similar properties. The findings are provided below.

- 235 Alcazar Avenue, Coral Gables, Florida - \$35.00 per square foot on an annual basis. Tenant is responsible for paying its proportionate share of utilities, common area expenses, and certain services.
- 2316 S Red Road, West Miami, Florida - \$31.00 per square foot on an annual basis. Tenant is responsible for paying real estate taxes, building insurance, maintenance and utilities.
- 999 Ponce De Leon Boulevard, Coral Gables, Florida - \$32.69 per square foot on an annual basis. Tenant is responsible for paying real estate taxes, building insurance, maintenance and utilities.

**Track Record/Monitor**

The County has identified that the Landlord has been issued a civil violation notice for another property which does not exceed any threshold amounts that would prohibit the County from entering this contract with the Landlord. The Landlord is actively working to address the violation and obtain compliance with County code.

André M. Bouclé of ISD is responsible for the monitoring of the Lease.

As required by Section 2-8.6.5 of the Miami-Dade County Code, the following is the ownership structure of Interamerican Bank, a F.S.B.:

- Voting security shareholders owning fifty percent or more of the voting securities of the company: Agustin Velasco, Felisa Velasco Pacheco, Ibrahim B. Pacheco.

The following is the executive structure of Interamerican Bank, a F.S.B.:

- Agustin Velasco, Jr., Director, President & CEO; Ibrahim Pacheco, Chairman; Enrique Masson, Interim CFO; William Turner, Senior VP and Chief Credit Officer; Jose Touzet, Senior VP and Operations Officer; Mario Escobar Senior VP and Senior Lending Officer.

**Delegation of Authority**

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, to take all actions necessary to effectuate the Lease, and to exercise all other rights conferred therein, including but not limited to, the right to exercise the optional renewal term set forth in the Lease and the right to terminate the Lease.

**Background**

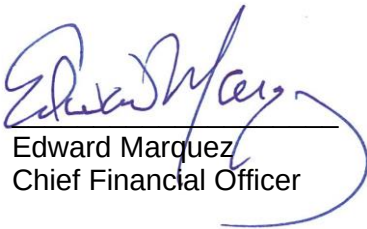
The County is entering into the Lease for the purpose of providing a district office for the District 6 Commissioner, who began his term in November 2022. The district office is necessary in order to serve and respond to the needs of his constituents and the various communities within the district. The Real Estate Development Division of ISD negotiated and drafted the Lease for the Premises, on behalf of the District Commissioner's Office.

Pursuant to the terms and conditions of the Lease, the County will have the following termination rights:

- Early termination of the Lease upon 120 days' written notice to the Landlord, without cause; and
- The right to terminate the Lease upon 30 days' notice to the Landlord in the event that quiet enjoyment of the premises is prohibited or otherwise interfered with by an action or an inaction of the Landlord.

Additionally, the lease automatically expires thirty days following the Commissioner's last day in office.

The County's monthly rental payment obligation shall commence upon the effective date of the Lease. The County may begin tenant improvements to the Premises on the effective date of the Lease.



Edward Marquez  
Chief Financial Officer



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** July 6, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(1)  
7-6-23

RESOLUTION NO.      R-673-23

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE OF A LEASE AGREEMENT (“LEASE”) BETWEEN INTERAMERICAN BANK, A FEDERAL SAVINGS BANK, AND MIAMI-DADE COUNTY, AS TENANT, FOR PREMISES LOCATED AT 1000 SW 57 AVENUE, SUITE 200, WEST MIAMI, FLORIDA 33144, TO BE UTILIZED BY THE COUNTY AS A DISTRICT OFFICE FOR COUNTY COMMISSION DISTRICT 6, FOR A 42 MONTH TERM, WITH ONE, FOUR-YEAR OPTION TO RENEW, HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF \$825,302.48 FOR THE APPROXIMATELY EIGHT YEAR PERIOD, INCLUDING BASE RENT IN THE AMOUNT OF \$429,283.21, LEASE MANAGEMENT FEES IN THE AMOUNT OF \$21,464.16, AN ESTIMATED \$186,555.11 IN EXPENSES REIMBURSABLE TO LANDLORD (INCLUSIVE OF COMMON AREA MAINTENANCE, UTILITIES, REAL ESTATE TAXES, AND INSURANCE), ADDITIONAL PARKING FEES IN THE AMOUNT OF \$45,000.00 AND AN ESTIMATED \$143,000.00 FOR TENANT IMPROVEMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EXERCISE ALL RIGHTS CONFERRED IN THE LEASE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, Interamerican Bank, a Federal Savings Bank, (“Landlord”) owns the premises located at 1000 SW 57<sup>th</sup> Avenue, Suite 200, West Miami, Florida 33144 (“Premises”);  
and

**WHEREAS**, Miami-Dade County (“County”) desires to lease the Premises consisting of approximately 1,837 square feet of office space, together with the right to three reserved parking spaces, along with the non-exclusive right to use the common areas with other tenants, to be utilized by the County as a district office for the County Commissioner of District 6; and

**WHEREAS**, the County is authorized and has the right, pursuant to section 125.031, Florida Statutes, to enter into leases for properties needed for a public purpose; and

**WHEREAS**, the County desires to lease the Premises, consisting of approximately 1,837 rentable square feet, plus use of the common areas, to be utilized by the County as a district office for County Commission District 6,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** The foregoing recitals are incorporated into this resolution and are approved.

**Section 2.** This Board hereby approves, pursuant to section 125.031, Florida Statutes, the Lease Agreement between the County and the Landlord, in substantially the form attached hereto as Exhibit “1,” for the Premises, to be utilized as a district office for County Commission District 6, with an estimated cumulative cost for the initial 42 month term of \$438,043.13 and, should the one, four-year option to renew be exercised, a projected total fiscal impact for the entire eight year period of \$825,302.48, comprised of \$429,283.21 in base rent, an estimated \$186,555.11 in reimbursable expenses to Landlord (including pro rata share of taxes, insurance, electricity, water, waste disposal and common area maintenance), \$21,464.16 in lease management fees, \$45,000.00 for additional reserved parking, and an estimated amount of \$143,000.00 for tenant improvements.

**Section 3.** This Board authorizes the County Mayor or County Mayor's designee to execute the Lease Agreement for and on behalf of the County, to exercise all rights conferred therein including but not limited to the right of termination, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Kevin Marino Cabrera**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

|                                  |            |                      |               |
|----------------------------------|------------|----------------------|---------------|
| Oliver G. Gilbert, III, Chairman | <b>aye</b> |                      |               |
| Anthony Rodríguez, Vice Chairman | <b>aye</b> |                      |               |
| Marleine Bastien                 | <b>aye</b> | Juan Carlos Bermudez | <b>aye</b>    |
| Kevin Marino Cabrera             | <b>aye</b> | Sen. René García     | <b>absent</b> |
| Roberto J. Gonzalez              | <b>aye</b> | Keon Hardemon        | <b>aye</b>    |
| Danielle Cohen Higgins           | <b>aye</b> | Eileen Higgins       | <b>absent</b> |
| Kionne L. McGhee                 | <b>aye</b> | Raquel A. Regalado   | <b>absent</b> |
| Micky Steinberg                  | <b>aye</b> |                      |               |

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Debra Herman

A handwritten signature in black ink, appearing to be "DH" or similar initials, followed by a horizontal line.

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Interamerican Bank, A FSB, whose principal place of business is located at 9190 S.W. 24<sup>th</sup> Street, Miami, FL 33165 (the "Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, located at 111 N.W. First Street, Miami, Florida 33128 (the "Tenant"). Landlord and Tenant shall each be referred to as a "Party" and together be referred to as the "Parties."

**WHEREAS**, the Landlord owns the property located at 1000 SW 57<sup>th</sup> Avenue, Suite 200, Miami, Florida 33144; and

**WHEREAS**, the Landlord wishes to lease to Tenant, and Tenant desires to lease from Landlord, the Premises (as defined herein), pursuant to the terms and conditions of this Lease, as detailed herein.

Now, therefore, in light of the foregoing facts and circumstances, the Tenant hereby agrees to lease from the Landlord a certain portion of the aforementioned property, consisting of approximately 1,837 rentable square feet of air conditioned office space, together with three (3) reserved parking spaces, for an initial term of forty-two (42) months, or as otherwise outlined in Article 2.1, "Term" below, with an option to renew for an additional four (4) years, in accordance with all of the terms and conditions of this Lease.

W I T N E S S E T H:

### ARTICLE 1 PREMISES

1.1 In consideration of the rents to be paid and covenants and agreements to be performed by Tenant, Landlord does hereby lease unto Tenant that certain office space, consisting of approximately 1,837 rentable square feet, located at 1000 S.W. 57 Avenue, Suite 200, Miami, Florida 33144 (the "Premises"), which is located within the building located at 1000 S.W. 57 Avenue, Miami, Florida 33144, having Folio Number: 15-4012-014-0310 (the "Building"). A Summary Report of the Building, land and appurtenances (the "Property") is attached hereto, marked as "**Exhibit A**" and incorporated herein by this reference.

1.2 Parking. In addition, the Landlord and Tenant hereby acknowledge and agree that the Tenant shall have three (3) reserved parking spaces at no extra charge, to use at all times during the term of the Lease or any renewal thereof, and the non-exclusive right to use the parking lot in common with other tenants. Tenant shall also have the option to rent five (5) additional reserved parking spaces, as further detailed in Article 3.3.

### ARTICLE 2 TERM AND DEMISE OF PREMISES

2.1 Term. This Lease shall be for a term of forty-two (42) months, which term shall commence on the first (1<sup>st</sup>) day of the month following the execution of the Lease by all parties, which will be after the approval of this Lease by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease and after the required ten (10) day veto period of the County Mayor has expired), or if the County Mayor vetoes this Lease, then after subsequent

approval of two-thirds (2/3) vote of the Miami-Dade County Board of County Commissioners (the "Commencement Date") and expiring upon the earlier of a) forty-two (42) months thereafter, or b) thirty (30) days after the end of Commissioner Kevin Marino Cabrera's (the "Commissioner") term in office, as further described in this paragraph (the "Term").

This Lease may be extended for a renewal term consisting of four (4) additional years, at the option of the Tenant (the "Renewal Term"), by serving advance written notice to the Landlord as set forth in Article 17: "Notice," at least sixty (60) days prior to the expiration of this Lease. Further, upon the Tenant exercising its rights pertaining to renewing this Lease, this Lease shall be renewed for the entire four (4) year Renewal Term, without the requirement of any further act by either Party, and all of the terms and conditions of this Lease shall be extended for the Renewal Term.

The Parties understand and agree that this Agreement, including any renewal term thereof, shall be coterminous with the Commissioner's tenure in office as District Six Commissioner for the Miami-Dade County Board of County Commissioners. Should the Commissioner's term in office end prior to the termination dates set forth herein, this Agreement shall automatically terminate thirty (30) days after the Commissioner's last day in office without the requirement of notice or any further act from either Party.

2.2 Acceptance of Premises by Tenant. Tenant acknowledges that no representation with respect to the condition of the Premises and no promises to decorate, alter, or improve the Premises have been made by Landlord. Tenant accepts the Premises in as-is condition.

2.3 Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including after the renewal period, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the Base Rent shall be one hundred (100%) percent of the monthly Base Rent, as hereinafter defined, in effect immediately prior to the expiration. In the event of such holding over, all of the terms and conditions of this Lease, including payment of all charges owing hereunder shall remain in full force and effect on a month- to- month basis.

### **ARTICLE 3** **RENT AND OTHER CHARGES**

3.1 Base Rent. Tenant hereby covenants and agrees to pay to Landlord, on the first (1<sup>st</sup>) day of each calendar month during the Term, as in accordance with this Lease, without demand, deduction, or setoff whatsoever, a monthly base rent payment in the following amounts (the "Base Rent"):

#### Initial Term

- (a) Year 1 - \$51,435.96 (\$4,286.33 a month)
- (b) Year 2 - \$52,979.04 (\$4,414.92 a month)
- (c) Year 3 - \$54,568.44 (\$4,547.37 a month)
- (d) Year 4 - \$56,205.48 (\$4,683.79 a month)

#### Renewal Term

- (e) Year 5 - \$57,891.64 (\$4,824.30 a month)
- (f) Year 6 - \$59,628.39 (\$4,969.03 a month)
- (g) Year 7 - \$61,417.24 (\$5,118.10 a month)
- (h) Year 8 - \$63,259.76 (\$5,271.65 a month)

3.2 Tenant's Pro Rata Share of Taxes, Insurance, Utilities & Common Area Maintenance. The Tenant shall be obligated to pay, to the Landlord, Tenant's pro rata share for its use of the Premises ("Operating Expenses") as follows:

- Real Estate Taxes
- Common Area Maintenance
- Utilities
- Insurance

Tenant's pro rata share shall be the Tenant's ratio of rentable square footage of the Premises to the total rentable square footage of the Building, which is 15% (the "Proportionate Share"). Tenant's estimated Proportionate Share of the Operating Expenses for the first year of the initial Term is approximately \$20,802.60 (\$1,733.55 monthly or \$11.32 per square foot). Tenant's Proportionate Share of Operating Expenses will be modified based on actual costs incurred by Landlord and subject to Tenant's reconciliation of such actual costs with the Operating Expenses that Tenant has paid. Such modification will occur annually, on the yearly anniversary date of this Lease. Landlord agrees to provide to Tenant all reasonable documentation requested by Tenant to ascertain Landlord's actual costs for the time period preceding Tenant's reconciliation.

Utilities, as defined herein, includes electrical, water and sewer, and waste disposal services, serving both the Building and the Premises, as further specified in Article 6 below.

Tenant shall pay its Proportionate Share of real estate property taxes, which for Year 1 shall be based on the pro-rata share of 2022 ad valorem taxes and, thereafter, will be based on the then-current year's ad valorem taxes (minus any applicable discounts), as further specified in Article 8 below.

Common Area Maintenance expenses, as defined herein, is the cost for maintenance, repairs, and services for any and/or all of the common areas of the Building and/or the Property ("Common Area Maintenance"). The expenses for Common Area Maintenance are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, and maintenance for the common areas of the Building, during a calendar year, and is generally charged as a common area maintenance expense to tenants by landlords of comparable buildings in the Miami-Dade County, Florida area. Expenses for Common Area Maintenance includes all costs and expenses of every kind and nature paid or incurred by the Landlord in cleaning, lighting, landscaping, repairing, and maintaining all of the common areas of the Building, including access ways and loading/parking zone area(s) contiguous to the Building and available for use by occupants of the Building by reason of leasehold rights, or if Landlord is otherwise required to maintain or repair same). Expenses for Common Area Maintenance shall not include those costs and/or expenses that are the sole financial responsibility of another tenant in the Building and/or the Landlord, such as, but not limited to, a leased space, the structural portions of another Tenant's leased space, or the Landlord's maintenance duties outlined in Article 7.1.

3.3 Additional Parking. Tenant, at its sole choice and discretion, may reserve up to five (5) additional parking spaces from Landlord at a rate of \$100.00 per parking space per month (\$6000.00 per year for five (5) spaces). Tenant may adjust the number of additional parking spaces it is renting from Landlord by providing thirty (30) days' notice of such adjustment; however, Landlord agrees to always make available said five (5) additional parking spaces for Tenant to rent upon Tenant's request.

3.4 The Parties hereby acknowledge and agree that while the Base Rent, Operating Expenses, and all other monthly sums due under this Lease shall be due and payable on the first (1<sup>st</sup>) day of the month, for the month of October, for each year, there shall be an exception in which the payment of the Base Rent, and any and all other sums due under this Lease, shall be made by the Tenant after the Tenant completes its process in closing the Tenant's fiscal year books and records. Tenant agrees to make a good-faith effort to tender such payment to the Landlord as expeditiously as possible before the end of October each year.

3.4 Annual Adjustment of Base Rent. The Base Rent for each 12-month period (or any portion thereof) during the Term, consisting of the four (4) 12-month periods, or any portion thereof, from the Commencement Date, shall be computed by increasing the preceding year's Base Rent amount by approximately three (3%) percent, resulting in an annual increase of three (3%) percent, as shown in Article 3.1. The Tenant shall be liable for any and all Base Rent adjustments for any twelve (12) month period whether or not notified by the Landlord.

3.5 Rent. Base Rent, Operating Expenses and all other monthly sums due under this Lease shall be collectively referred to as "Rent."

3.6 Sales and Use Taxes. To the extent that the Tenant is responsible, the Tenant shall pay to Landlord, together with each monthly installment of Base Rent, any present or future sales and use tax or other tax imposed from time to time on the Base Rent payments and other charges payable by Tenant under this Lease (the Parties recognized that as a governmental entity, the Tenant is exempt from paying sales tax). The Tenant further covenants and agrees to promptly pay, and is solely responsible for, all taxes assessed against Tenant's fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during the Term of this Lease.

3.7 Personal Property Taxes. Tenant shall be solely responsible for any taxes and/or assessments with regard to Tenant's personal property, if any, on the Premises.

3.8 Place of Payment. Rent shall be paid in advance on the first day of every month to Landlord's principal address set forth above or such other place and to such other person as Landlord may, from time to time, designate in writing.

#### **ARTICLE 4** **USE AND OCCUPANCY**

4.1 Use. The area of the demised premises shall be used by Tenant for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

4.2 Occupancy. During the Term of the Lease, the Tenant shall conduct its operations on the Premises in a lawful manner and in compliance with all governmental laws, rules, regulations and orders applicable to the business of Tenant, except for any such compliance which is exclusively the obligation of Landlord under this Lease. Tenant shall observe and comply with all recorded restrictive covenants, if any, and rules and regulations applicable to the Premises. The Tenant covenants and agrees that the Premises shall not be abandoned or left vacant, for a period of thirty (30) days or more, without prior notice to the Landlord, and shall be continuously used, occupied and open for business during regular business hours, except for holidays.

**ARTICLE 5**  
**TENANT IMPROVEMENTS**

5.1 The Tenant shall not make any improvements or alterations to the Premises ("Tenant Improvements" or "Tenant's Work") without Landlord's written consent, as described in Article 7.5 herein.

5.2 Prior to the commencement of Tenant's Work, as defined herein, Tenant shall submit the following items to Landlord for its review and approval, such approval not to be unreasonably withheld, delayed or conditioned:

- (a) a work letter describing the nature and scope of the Tenant Improvements comprising Tenant's Work, which must be in writing to the Landlord, prior to commencement of Tenant's Work ("Tenant's Work Letter");
- (b) plans and specifications for the Tenant Improvements; and, when applicable
- (c) the name of Tenant's proposed Florida licensed general contractor, or, alternatively the use of the Tenant's own staff.

5.3 Tenant shall be fully responsible for all costs and expenses with respect to any alterations and improvements to the Premises.

5.4 Landlord acknowledges and agrees that Tenant may make the improvements described in **Exhibit "C" Tenant's Work Letter**, attached hereto and made a part hereof, upon the commencement of the Lease; however, Tenant shall provide the information in 5.2(b) and 5.2 (c) prior to the commencement of Tenant's Work.

**ARTICLE 6**  
**UTILITIES AND SERVICES**

6.1 Landlord, during the term hereof, shall pay all charges for water, sewer, electricity and waste disposal services used by Tenant. For the initial term of this Lease and for the renewal option period, Tenant shall, on a monthly basis, reimburse the Landlord its Proportionate Share of such utility expenses, based on Tenant's 15% share of the Building's leasable area, which expenses are included in Tenant's estimated Year 1 Operating Expenses of \$1,732.90 per month outlined in Article 3.2.

6.2 Tenant shall provide janitorial, custodial services and exterminating services for the Premises, at its own expense.

6.3 Landlord acknowledges that it is responsible for providing and maintaining, at no cost or expense to Tenant, a good, sufficient, and safe heating, ventilation and air conditioning system to cool and heat the entire Premises ("HVAC System") uniformly, and sufficient with Tenant's use of the Premises.

During regular business hours, Monday through Friday, 6 A.M to 6 P.M., and Sunday, 10 A.M. to 3 P.M. (except for Saturdays and holidays), the Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Tenant shall have the right to request HVAC services outside of regular business hours, two days in advance, subject to the availability of the Landlord. Tenant acknowledges that additional HVAC services may result in increased

expenses for the Landlord, and therefore, agrees to pay a reasonable fee of Twenty (\$20.00) Dollars per hour for such services, as additional rent. Landlord shall make reasonable efforts to accommodate such requests.

## **ARTICLE 7**

### **REPAIRS, ALTERATIONS, AND MAINTENANCE**

7.1 Landlord's Duties. Landlord agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease or any extension or renewal thereof, the exterior of the Building and the following: Plumbing and electrical lines, elevators, fixtures, and equipment installed or furnished by Landlord and serving the Premises (excluding electrical fixtures within the Premises and light bulbs); trash and refuse disposal; mechanical systems serving the Premises; HVAC System installed by Landlord and serving the Premises; roof and roof leaks affecting the Premises; exterior windows, doors, and frames; all structural elements of the Building; all exterior common areas of the Building; parking lot and landscaping serving the Building; fire equipment serving the Premises, including inspection as required by applicable fire codes except as set forth below with respect to fire extinguishers.

Landlord, at its sole cost and expense, shall perform or cause to be performed in the Premises during the term of this Lease the maintenance and services as described above, except for damages caused by the negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors, visitors, and/or invitees. In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will materially affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be materially unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to Rent abatement for the period of time such Premises are materially unusable.

7.2 Landlord's Failure to Repair. Upon the failure of Landlord to effect repairs or diligently pursue such repairs or services, which failure materially affects Tenant's ability to occupy and use the Premises pursuant to this Lease, after five (5) business days' written notification to do so by Tenant, Tenant may cause the repairs to be made and deduct their cost from the Rent due and to become due until in each instance Tenant has fully recovered such costs in accordance with audited costs of repair furnished by Tenant to Landlord. In the event the nature of the repairs required to be made cannot reasonably be completed within such five (5) day period, then the time within which Landlord must complete such repairs or services shall be extended for such additional period of time as may be reasonably necessary to complete the same under the circumstances.

Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC System within two (2) business days upon receiving any notice or complaint from the Tenant, subject to the availability of a qualified technician. Should the Landlord fail to timely address the necessary repairs to the HVAC System within three (3) business days, the Tenant shall be authorized to do any of the following: (i) hire a third party company to make the necessary repairs to the HVAC System, and reduce the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC

System, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Rent by any and all damages, such as, but not limited to, loss of business.

7.3 Indoor Air Quality. The Landlord shall have primary responsibility for maintaining indoor air quality in the Premises, except for any air quality issues resulting from the Tenant's actions or inactions, including but not limited to the use of toxic or hazardous materials, failure to properly maintain the Premises or equipment, or any other activity that may contribute to poor indoor air quality in the Premises. The Landlord shall act to prevent the degradation of indoor air quality during the Term of this Lease, including during the occurrence of any maintenance and/or repairs anywhere in, or to, the Building that could allow off-gassing from the embodied chemicals in construction materials or equipment into Premises. The Landlord and its designated contractor(s) will use only non-toxic paint or other surface coatings, and will cause the Building and/or the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Building and/or the Premises. Notwithstanding the foregoing, Landlord shall make reasonable efforts to remain compliant with Indoor Air Quality Standards, pursuant to **Exhibit "B"** attached hereto and incorporated by reference to this Lease.

7.4 Tenant's Duties. Tenant shall during the Term and any extension thereof, keep in good order and condition, by maintenance, repair, and replacement, at Tenant's sole cost and expense, the Premises and every part thereof, other than those repairs described in Article 7.1 as the responsibility of Landlord. Without limiting the generality of the foregoing, Tenant shall cause all fire extinguishers to be serviced and maintained in good condition and repair. The Tenant shall also be responsible for making each and every repair, addition, replacement, alteration or improvement to the Premises required by the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) ("ADA") and its supporting regulations, as they may be amended from time to time during the Term, based upon, or otherwise the result of, any modifications, alterations and/or improvements that the Tenant makes to the Premises, Tenant shall maintain the Premises in compliance with the ADA.

In the event of an emergency, Tenant after proper notification to the Landlord and failure of the Landlord to take immediate action, may perform repairs that are the Landlord's responsibility and receive a credit against Rent due or a cash reimbursement from Landlord for the actual costs thereof.

7.5 Alterations by Tenant. Tenant may not make any alterations, additions, or improvements in or to the Premises without the written consent of Landlord, which will not be unreasonably withheld. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Premises) shall be and remain a part of Premises at the expiration of this Lease. Subject to the above, any carpeting and removable partitions (except for fixtures) installed by Tenant within the Premises shall remain Tenant's property and may be removed by Tenant upon the expiration of the Lease or any renewal or cancellation thereof.

7.6 Liens. Landlord, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of Tenant. Further, Tenant may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

**ARTICLE 8**  
**REAL ESTATE TAXES AND INSURANCE EXPENSE**

8.1 Real Estate Taxes. Subject to reimbursement as provided below, Landlord shall pay all taxes, assessments, governmental charges, and fees payable to tax consultants and attorneys for consultation and contesting taxes that accrue against the Building or the Property during the Term. Landlord will provide Tenant with copies of the applicable tax bills by December 31<sup>st</sup> each year. Landlord may contest the amount, validity, or application of any taxes or liens thereof. If any tax or excise is levied or assessed directly against Tenant, or the Premises, or results from any alterations, additions, and/or improvements to the Premises made by Tenant, then Tenant shall pay such tax or excise as required by the taxing authority.

During each month of the Term, on the same date that Base Rent and other monthly Operating Expenses are due, Tenant shall pay Landlord a pro rata portion of the amount equal to one-twelfth (1/12) of the annual cost (prorated for any fractional calendar month) of Tenant's Proportionate Share of ad valorem taxes for the Property. Taxes for the first year of the Term shall be based on Landlord's 2022 ad valorem taxes for the Property, which tax expense has been included in Tenant's estimated Year 1 Operating Expenses of \$1,732.90 per month outlined in Article 3.2., with an adjustment made to taxes due by Tenant upon the beginning of each subsequent yearly term to reflect the then-current year's ad valorem taxes.

If Tenant's total payments of taxes for any year are less than Tenant's Proportionate Share of actual taxes for such year, then Tenant shall pay the difference to Landlord within thirty (30) days after demand, and if more, then Landlord shall pay such refund to Tenant. It is agreed that the ad valorem taxes due in November of each year shall be the figure used in calculating the Real Estate Taxes, less any discounts or reductions given to Landlord.

8.2 Insurance. During each month of the Term, on the same date that Base Rent and other monthly Operating Expenses are due, Tenant shall pay Landlord a pro rata portion of the amount equal to one-twelfth (1/12) of the annual cost (prorated for any fractional calendar month) of Tenant's Proportionate Share of the insurance policy premium for the property and commercial general liability insurance. Insurance for the first year of the Term shall be based on Landlord's current insurance expense for the Property at the time of Commencement of this Lease, which insurance expense has been included in Tenant's estimated Year 1 Operating Expenses of \$1,732.90 per month outlined in Article 3.2., with an adjustment made to Tenant's pro rata portion upon the beginning of each subsequent yearly term, as applicable.

**ARTICLE 9**  
**RIGHT OF QUIET ENJOYMENT**

9.1 If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, the Tenant shall quietly enjoy the Premises for the Term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.

9.2 Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' notice to the Landlord in the event that quiet enjoyment or use of the Premises is prohibited or materially and adversely interfered with by an action or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant to the Landlord, the Landlord shall have thirty (30)

days to cure the prohibition or interference affecting the Tenant's quiet enjoyment or use of the Premises and may be extended further provided Landlord is diligently pursuing a resolution to the matter.

## **ARTICLE 10**

### **INSURANCE AND INDEMNIFICATION**

10.1 **Insurance.** The Parties hereby acknowledge and agree that the Tenant is self-insured as to General Liability, Automobile and Worker's Compensation, and therefore shall not be required to secure, carry or otherwise maintain any type of insurance.

10.2 If the Tenant's use and occupancy is materially and adversely interfered with as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Rent for the period of time occupancy is materially and adversely interfered with.

10.3 The Tenant shall not be liable for any damage or injury which may be sustained by any party or person in the Premises, or in the Building, other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, vendors, visitors, or agents, and any such liability is subject to, and limited by, the limitations of Florida Statutes, Section 768.28.

10.4 All personal property placed or moved into the Premises by Tenant shall be at the risk of Tenant. Landlord shall not be liable to Tenant for any damage to said personal property unless caused by the sole negligence or willful misconduct of Landlord, Landlord's agents or employees.

10.5 Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, F.S., subject to the provisions of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenant. However, nothing herein shall be deemed to indemnify the Landlord from any liability or claim arising out of the negligent performance or failure of performance of the Landlord or any unrelated third party.

## **ARTICLE 11**

### **NON-DISTURBANCE**

11.1 **Non-Disturbance Agreement.** The Lease shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease, such subordination shall not be effective unless and until Landlord shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with Tenant wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement, mortgage or obligation secured thereby, so long as Tenant complies with the terms, conditions, and covenants of this Lease and performs its obligations under this Lease (said agreement being referred to herein as a "Non-Disturbance Agreement"). If Landlord shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying

lessor, then the parties recognize that this Lease shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease.

## **ARTICLE 12** **CASUALTY**

12.1 If the Premises shall be damaged, destroyed or rendered untenable, in whole or in part, by or as the result or consequence of fire, windstorm, or other casualty (each a "Casualty") during the Term or any extension thereof, Landlord shall have sixty (60) days to make the Premises tenantable, otherwise either party may cancel this Lease by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within sixty (60) days after the date of such Casualty, Landlord shall cause the Building and Premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, Tenant shall be liable for rents only until the date of such Casualty. In the event of partial destruction which shall not render the Premises wholly untenable, the Rent shall be proportionately abated in accordance with the extent to which Tenant shall be deprived of use and occupancy. Tenant shall not be liable for Rent during such period of time as the Premises shall be totally untenable by reason of fire, windstorm, or other casualty. The Parties acknowledge that the Casualty shall not be deemed to have been caused by Landlord or its agents, unless such Casualty was directly caused by the gross negligence or willful misconduct of Landlord or its agents.

## **ARTICLE 13** **EMINENT DOMAIN**

13.1 If all or any portion of the Premises or the common areas or the Building shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then the entire compensation or award therefore, including leasehold, reversion and fee, shall belong solely to Landlord.

13.2 In the event only a portion of the Premises, not exceeding twenty (20%) percent of the same, shall at any time after the execution of this Lease be taken by public or quasi-public use or condemned under eminent domain, and the remaining portion of the Premises can be repaired to be commercially fit for the operation of Tenant's business within sixty (60) days after the condemning authority takes possession, then Landlord at its own expense shall so repair the remaining portion of the Premises, this Lease shall remain in effect and there shall be an equitable adjustment of rent for the remainder of the term.

13.3 In the event that more than twenty (20%) percent of the Premises shall be so taken or condemned, or if less than twenty (20%) percent of the Premises is so taken or condemned but the remaining portion of the Premises cannot be repaired within said sixty (60) day period so as to be commercially fit for the operation of Tenants business, then at the option of Landlord or Tenant upon the giving of thirty (30) days written notice (after such notice of condemnation), this Lease shall terminate as of the date the condemning authority takes possession, Rent shall be prorated as of that date, and after that date the parties hereto shall be released from all obligations hereunder except as herein stated. Except as provided in this Section, no other taking, appropriation or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.

**ARTICLE 14**  
**ATTORNTMENT AND SUBORDINATION**

14.1 Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the remainder of the Term, as renewed or extended.

14.2 Subordination. Subject to the provisions of Article 11 "Non-Disturbance" above, this Lease is, and shall be, subordinate to the lien of any mortgage, security deed, deed of trust, or the lien resulting from any other method of financing or refinancing now or hereafter in force in connection with the Premises (collectively "Mortgages"), and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations, and replacements thereof. The aforesaid provisions shall be self-operative, and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages as shall be requested by Landlord and any mortgagee(s) of the Premises.

**ARTICLE 15**  
**DEFAULT AND REMEDIES**

15.1 Landlord's Default. It shall constitute a default of this Lease by Landlord if, except as otherwise provided in this Lease, Landlord fails to observe or perform any of the covenants, conditions, or provisions of this Lease to the observed or performed by Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord, Tenant may at any time thereafter bring an action for damages, termination, and/or injunctive relief (it being recognized that in such event Tenant is irreparably harmed for which there is no adequate remedy at law). No remedy of Tenant provided for in the Lease shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to Tenant's remedies at law or in equity.

15.2 Tenant's Default. If Tenant shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to Tenant by Landlord, except for failure to pay Rent, which shall have a fifteen (15) business day period for cure after written notice thereof to Tenant by Landlord, and further, if Tenant shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for an additional thirty (30) days, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.



**ARTICLE 16**  
**ASSIGNMENT AND SUBLETTING**

16.1 Consent Required for Assignment or Sublet. Tenant shall not assign this Lease or any part thereof or sublet all or any part of the Premises without prior written consent of Landlord, which shall not be unreasonably withheld. Any assignment or subletting consented to by Landlord shall be evidenced in writing in a form acceptable to Landlord.

16.2 Transfer of Landlord's Interest. In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any securities given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto. Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

**ARTICLE 17**  
**NOTICE**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirms receipt of the email), or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:                      Internal Services Department  
                                         111 N.W. First Street, Suite 2460  
                                         Miami, Florida 33128  
                                         Attention: Mark Burns, Assistant Division Chief  
                                         Email: Mark.Burns@miamidade.gov

with a copy to:                County Attorney's Office  
                                         111 N.W. First Street, 28<sup>th</sup> Floor  
                                         Miami, Florida 33128

                                         District 6 Commissioner's Office  
                                         1000 SW 57<sup>th</sup> Avenue, Suite 201  
                                         Miami, Florida 33144  
                                         Email: district6@miamidade.gov

To Landlord:                    Interamerican Bank  
                                         9190 SW 24 Street  
                                         Miami, Florida 33165

Attention: Agustin Velasco, President/CEO  
Email: avelasco@interamericanbank.com

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle. If notice is sent by email, then notice is deemed delivered on the date that the recipient confirms receipt of the email message.

## **ARTICLE 18** **MISCELLANEOUS**

18.1 Time of Essence. Time is of the essence in the performance of each provision of this Lease.

18.2 Attorneys' Fees. In the event of any litigation between the parties, each Party shall be responsible for its own attorneys' fees, witness fees, and court costs.

18.3 Right of Entry. The Landlord and its agents and representatives shall have access to the Premises, with an escort by an employee of the Tenant, at all reasonable times for the purpose of (i) inspecting and examining the condition and maintenance of the Premises; (ii) making such repairs, additions, improvements, changes or alterations, to the Premises, as Landlord may deem necessary for its safety or preservation; (iii) showing the Premises to prospective mortgagees or purchasers; (iv) exhibiting the Premises to prospective tenants during the last three (3) months of the Term. Any such action by Landlord shall not be deemed an eviction or disturbance of Tenant, nor shall Tenant be entitled to any abatement of rent or any damages for any injury or inconvenience occasioned thereby.

18.4 Surrender of Premises. Tenant agrees to surrender to Landlord at the end of the term of this Lease, or any extension thereof, said leased Premises in as good condition as said Premises were at the beginning of the term of this Lease with all fixtures remaining, ordinary wear and tear and damage by fire, windstorm or other acts of God excepted.

18.5 Early Termination by Tenant. The Tenant reserves the right to terminate this Lease, at any time during the Term, without cause, upon one-hundred and twenty (120) days prior written notice to the Landlord. Upon such early termination this Lease shall terminate as though the early termination date was the date originally fixed as the end of the Term of this Lease.

18.6 Accord and Satisfaction. No payment by Tenant, or anyone occupying the Premises by, through or under Tenant, or receipt by Landlord of a lesser amount than the rents stated herein shall be deemed to be other than on behalf of Tenant and on account of the next due rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

18.7 Severability. In the event any provision of this Lease to any extent shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the Lease and the remaining provisions thereof shall be valid and enforceable to the full extent permitted by law.

18.8 Brokers. Tenant and Landlord each hereby warrant and represent that it was not represented by a broker in connection with this Lease.

18.9 Waiver. If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of surrender of this Lease.

18.10 Landlord and Tenant Relationship. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. No estate shall pass from Landlord to Tenant, and this Lease shall not be subject to levy or sale.

18.11 Mutual Waiver of Subrogation. All insurance policies required to be carried by either party pursuant to the terms of this Lease, shall, to the extent permitted by law, expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage is required to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to this Lease.

18.12 Estoppel Certificates. Landlord and Tenant agree, at any time and from time to time, upon not less than thirty (30) business days' prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

- A. Certifying that this Lease has been unmodified since its execution and is in full force and effect (or if Lease has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);
- B. Stating the dates, if any, to which the rent and sums hereunder have been paid by Tenant;
- C. Stating the dates, if any, to which the rent and sums hereunder have been paid by Tenant;
- D. Stating the address to which notices to Landlord or Tenant, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by Landlord or Tenant or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part hereof or estate therein.

18.13 Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees, or contractors have made any representations or promises with respect to the Premises, or this Lease, except as expressly set forth herein. By executing this Lease, the parties hereto represent and warrant that they have full authority to enter into this Lease and to perform the covenants contained herein.

18.14 Signs. Exterior sign will be of the design and form of letter to be first approved in writing by Landlord, the cost of installation and painting to be paid by Tenant. Landlord shall provide space for signage on the property. The Tenant shall provide all interior signs at its own expense. All signs shall be removed by Tenant at termination of this Lease and any damage or unsightly condition caused to the Building because of or due to said signs shall be satisfactorily corrected or repaired by Tenant. The Landlord will provide Tenant's business name and suite number displayed on the building directory and suite entrance at Landlord's expense, if applicable.

18.15 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Miami-Dade County.

18.16 Successors and Assigns. Except as otherwise provided herein, all covenants, conditions, agreements, and undertakings contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns, the same as if they were in every case named and expressed.

18.17 Joint and Several Liability. In the event Tenant shall be comprised of more than one (1) individual or business entity, each such individual or business entity comprising Tenant shall be jointly and severally liable for each and every obligation of Tenant under the terms of this Lease.

18.18 Governing Law. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the internal laws of the state of Florida, without giving effect to any principles of conflict of law. Any legal action or proceeding with respect to this agreement may be brought in the courts of Miami-Dade County, Florida or of the United States District Courts having jurisdiction over Miami-Dade County, Florida, and, by execution and delivery of this agreement, Tenant hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Tenant hereby further irrevocably waives any claim that any such courts lack jurisdiction, and agrees not to plead or claim, in any legal action or proceeding with respect to this Lease brought in any of the aforesaid courts, that any such court lacks jurisdiction over Tenant.

18.19 Recording. This Lease shall not be recorded in any public records office or department by Landlord or Tenant, except for Tenant filing this Lease with the Clerk of the Board, Miami-Dade County, Florida.

18.20 Payment. All payments to be made to Landlord or Tenant pursuant to the terms of this Lease shall be made in lawful currency of the United States of America.

18.21 Interpretation. This Lease, and any riders and exhibits hereto, have been mutually negotiated by Landlord and Tenant. Any ambiguities will not be interpreted in favor of either party. The captions contained herein are for convenience and reference only and will not be deemed as part of this

Lease or construed in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

18.22 Certification. Tenant represents and warrants to Landlord that (i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation, named by any Executive Order or the United States Treasury Department as a "terrorist", "Specially Designated National and Blocked Person", or other banned or blocked person, group, or nation (collectively, "Banned Persons") pursuant to any anti-terrorism law; (ii) Tenant is not engaged in this Lease transaction, or instigating or facilitating this Lease, directly or indirectly on behalf of any Banned Person; (iii) Tenant currently does not appear, and throughout the Term, neither Tenant, nor any officer, director, shareholder, partner, member or other owner of Tenant shall appear, on any list of Banned Persons; (iv) no anti-terrorism law prohibits Landlord from doing business with Tenant; (v) Tenant, its officers, directors, or principal shareholders, partner, member, or other owner of Tenant, shall not, during the Term, violate any anti-terrorism laws; and (vi) Tenant, its officers, directors, principal shareholders, partners or members shall not, during the Term, do business with any party, individual, or entity that has violated or will violate any anti-terrorism laws. For purposes of this Lease, "anti-terrorism laws" shall mean Executive Order 13224 and related regulations promulgated and enforced by the Office of Foreign Assets Control, the Money Laundering Control Act, the United States Patriot Act, or any similar law, order, rule or regulation enacted in the future. Tenant hereby agrees to defend, indemnify, protect, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, expenses (including attorneys' fees) and costs arising from or related to a breach of the foregoing representations and warranties. The foregoing indemnity obligations of Tenant shall survive the termination or expiration of this Lease.

18.23 Headings, Captions and References. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any terms or provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, except where noted otherwise.

18.24 Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant, including, without limitation, any indemnities of Tenant contained in this Lease, and Tenant's covenant to pay Rent, shall specifically survive the expiration or earlier termination of this Lease.

18.25 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Lease. Each party intends to be bound by such party's facsimile or "PDF" format signature on this Lease, is aware that the other parties are relying on such party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature. Promptly following any facsimile transmittal or e-mail transmittal of "PDF" format signatures, the parties shall deliver to the other parties the original executed Lease by reputable overnight courier to the addresses listed on page one (1) of this Lease.

18.26 Entire Agreement. This Lease and the exhibits attached hereto set forth the entire agreement between Landlord and Tenant, and all prior promises and agreements, oral or written, between them are merged into this Lease. No amendment to this Lease shall be binding upon Landlord or Tenant

unless in writing and signed by Landlord prior to submittal to the Miami-Dade Board of County Commissioners for approval, and signed by the County Mayor or County Mayor's designee.

18.27 Force Majeure. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes reasonably beyond Landlord's and/or Tenant's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing, or through acts of God. Notwithstanding the foregoing, the existence of any pandemic, including, but not limited to the novel coronavirus, shall not excuse non-payment of any monetary sums due hereunder.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners; all on the day and year first hereinabove written.

**LANDLORD**

Signed in the presence of:

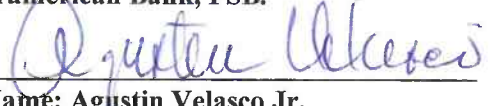


Print Name: Miguel T. Lopez



Print Name: Isis Pacheco Velasco

Interamerican Bank, FSB.

By: 

Name: Agustin Velasco Jr.

Title: President/Chief Executive Officer

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

**TENANT**

**MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Daniella Levine Cava  
Mayor

Approved by the County Attorney as  
to form and legal sufficiency: \_\_\_\_\_

**EXHIBIT A**  
**SUMMARY REPORT**

*AC*



Exhibit "A"

## OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/1/2023

| Property Information |                                                 |
|----------------------|-------------------------------------------------|
| Folio:               | 15-4012-014-0310                                |
| Property Address:    | 1070 SW 57 AVE<br>West Miami, FL 33144-5120     |
| Owner                | INTERAMERICAN BANK                              |
| Mailing Address      | 9190 CORAL WAY<br>MIAMI, FL 33165-2049          |
| PA Primary Zone      | 6200 COMMERCIAL - ARTERIAL                      |
| Primary Land Use     | 2313 FINANCIAL INSTITUTION :<br>OFFICE BUILDING |
| Beds / Baths / Half  | 0 / 0 / 0                                       |
| Floors               | 2                                               |
| Living Units         | 0                                               |
| Actual Area          | 13,718 Sq.Ft                                    |
| Living Area          | 13,718 Sq.Ft                                    |
| Adjusted Area        | 12,437 Sq.Ft                                    |
| Lot Size             | 41,201 Sq.Ft                                    |
| Year Built           | 2004                                            |



| Assessment Information |             |             |             |
|------------------------|-------------|-------------|-------------|
| Year                   | 2022        | 2021        | 2020        |
| Land Value             | \$2,311,038 | \$1,739,940 | \$1,739,940 |
| Building Value         | \$544,362   | \$1,098,560 | \$1,302,060 |
| XF Value               | \$0         | \$0         | \$0         |
| Market Value           | \$2,855,400 | \$2,838,500 | \$3,042,000 |
| Assessed Value         | \$2,855,400 | \$2,838,500 | \$3,042,000 |

| Benefits Information                                                                                     |      |      |      |      |
|----------------------------------------------------------------------------------------------------------|------|------|------|------|
| Benefit                                                                                                  | Type | 2022 | 2021 | 2020 |
| Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional). |      |      |      |      |

| Short Legal Description       |  |
|-------------------------------|--|
| 12 54 40                      |  |
| CORR PL OF AMD PL OF SYLVANIA |  |
| HGTS                          |  |
| PB 31-73                      |  |
| N66.60FT OF E100FT & N1/2 OF  |  |

| Taxable Value Information |             |             |             |
|---------------------------|-------------|-------------|-------------|
|                           | 2022        | 2021        | 2020        |
| <b>County</b>             |             |             |             |
| Exemption Value           | \$0         | \$0         | \$0         |
| Taxable Value             | \$2,855,400 | \$2,838,500 | \$3,042,000 |
| <b>School Board</b>       |             |             |             |
| Exemption Value           | \$0         | \$0         | \$0         |
| Taxable Value             | \$2,855,400 | \$2,838,500 | \$3,042,000 |
| <b>City</b>               |             |             |             |
| Exemption Value           | \$0         | \$0         | \$0         |
| Taxable Value             | \$2,855,400 | \$2,838,500 | \$3,042,000 |
| <b>Regional</b>           |             |             |             |
| Exemption Value           | \$0         | \$0         | \$0         |
| Taxable Value             | \$2,855,400 | \$2,838,500 | \$3,042,000 |

| Sales Information |           |              |                                         |
|-------------------|-----------|--------------|-----------------------------------------|
| Previous Sale     | Price     | OR Book-Page | Qualification Description               |
| 12/01/1994        | \$295,000 | 16640-4248   | Sales which are qualified               |
| 12/01/1993        | \$280,000 | 16203-4993   | Deeds that include more than one parcel |

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

MDC028

**EXHIBIT B**  
**INDOOR AIR QUALITY**

AC

**EXHIBIT B**  
**INDOOR AIR QUALITY SAFE PRACTICES**

It is the general policy of the Miami-Dade County, Internal Services Department, that landlords provide the tenants of a lease facility with a healthy working environment. The Landlord is responsible for the indoor air quality within the Building and the Premises. As a result, the Landlord acknowledges and agrees to the following:

Controlling indoor air quality involves integrating three (3) main strategies:

1. Manage the sources of pollutants either by removing them from the Building or isolating them from people through physical barriers, air pressure relationships, or by controlling the timing of their use.
2. Dilute pollutants and remove them from the Building through ventilation.
3. Use filtration to clean the air of pollutants.

One important goal of an indoor air quality program is to minimize people's exposure to pollutants from these sources. Maintaining good indoor air quality requires attention to the Building's heating, ventilation, and air conditioning (HVAC) system; the design and layout of the space; and pollutant source management.

Because of the HVAC system's importance, good indoor air quality management includes attention to:

- **Ventilation system design.** The air delivery capacity of an HVAC system is based in part on the projected number of people and amount of equipment in a Building. The delivery of sufficient quantities of outdoor air to a building's occupied spaces can be considered the most important requirement for achieving good IAQ.
- **Outside air supply.** Adequate supply of outside air, typically delivered through the HVAC system, is necessary in any office environment.
- **Outdoor air quality.** When present, outdoor air pollutants such as carbon monoxide, pollen, and dust may affect indoor conditions when outside air is taken into the building's ventilation system.
- **Space planning.** The use and placement of furniture and equipment may affect the delivery of air to an occupied space.
- **Equipment maintenance.** Diligent maintenance of HVAC equipment is essential for the adequate delivery and quality of building air.
- **Controlling other pollutant pathways.** Pollutants can spread throughout the Building by moving through stairwells, wall spaces, and utility chases.

**Prior to the Tenant's occupancy in the Premises**

Testing may be performed by a qualified registered professional engineer or certified industrial hygienist to confirm that the ventilation system, in its minimum outdoor air setting, is delivering the quantities of outdoor air to the Premises, as the space and size are described in the Lease Agreement. Either the Landlord or the Tenant may elect to hire the qualified registered professional engineer or certified industrial hygienist to perform the testing. If performed by the Landlord, a validated report detailing the measurement and verification of air volume testing, adjusting and balancing shall be provided to the Tenant, without any cost to the Tenant.

During the installation of materials by the Landlord (in either the Tenant's space or areas served by the Tenant's HVAC system), if the materials have the potential to emit Volatile Organic Compound (VOC) (including carpets, adhesives, caulks, sealants, paints, insulations and office work station partitions), the HVAC system shall be operated with no recirculation or air (weather permitting). Noticeably, materials with no VOC will not result in any additional requirements. In the event that materials having, or potentially emitting, a VOC must be utilized, then the Premises shall be properly ventilated by either one hundred (100%) percent outside air, or by using only the supply air fans and ducts; and any exhaust is to be provided through windows (if operable) or doors. This approach, the parties agree, reduces contamination of return air ducts, plenums, and insulation materials. Consideration shall be given to the use of exhaust fans to pull exhaust air from deep interior locations. Stair towers and other paths to the exterior are useful for exhausting air from the Building during temporary ventilation. Any temporary systems must comply with applicable life and safety codes. This construction related ventilation shall be operated for 24 hours a day and shall persist for one (1) week after the installation of the carpets or other remodeling activity.

The Landlord is responsible for operating the Building HVAC systems so that the occupied areas of the Building are maintained at a slight positive pressure typically (0.01-0.05 of water column) with respect to the outdoors.

The office space provided for the Tenant has been designed to meet the ASHRAE Std. 62.1-2016 as well as the Florida Building Code. If Tenant needs exceed the office HVAC design capacities, it is the responsibility of the Tenant to notify the Landlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation capacity if needed shall be the sole responsibility of the Tenant.

The Parties hereby acknowledge and agree that the installation of large or high use photocopying machines, kitchen/vending equipment, or several large computer work stations may exceed the HVAC design capacity and may necessitate the installation of a direct coupled exhaust or additional cooling capacity. If the Tenant's use of the office space exceed the office HVAC design capacities, it is the responsibility of the Tenant to notify the Landlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation (exhaust) capacity if needed shall be the sole responsibility of the Tenant.

The operative temperature is recommended to range in which, theoretically, at least ninety (90%) percent of occupants wearing light clothing during primarily sedentary activity will find the environment thermally acceptable is between 67.5 to 80 degrees Fahrenheit according to the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE). The relative humidity is recommended to be below sixty (60%) percent level by the OSHA IAQ Technical Manual and NIOSH to prevent the growth of mold/mildew. According with ASHRAE recommended acceptable Carbon Dioxide levels range of below 1000 ppm and Carbon Monoxide levels within acceptable limits of below 10 ppm for occupant comfort.

|                                                                                           |
|-------------------------------------------------------------------------------------------|
| <b>Suggested Ranges of Temperature and Relative Humidity<br/>During Summer and Winter</b> |
| (Assumes typical summer and winter clothing at light/sedentary activity levels)           |

| Relative Humidity | Winter Temperature | Summer Temperature |
|-------------------|--------------------|--------------------|
| 30%               | 68.5°F-75.5°F      | 74.0°F-80.0°F      |
| 40%               | 68.0°F-75.0°F      | 73.5°F-80.0°F      |
| 50%               | 68.0°F-74.5°F      | 73.0°F-79.0°F      |
| 60%               | 67.5°F-74.0°F      | 73.0°F-78.5°F      |

### Indoor Air Quality Program

This Indoor Air Quality Program should include but not limited to:

1. **Designee:** There shall be an assigned Indoor Air Quality Program (IAQP) coordinator qualified by appropriate training and experience that is equal with the complexity of the program to administer or oversee the program and conduct the required evaluations of the program effectiveness. Such IAQP coordinator will, at least at intervals of every two (2) years, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air. Alternatively, the Tenant, at its sole cost and expense, may regularly, or on an as needed basis, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air.
1. **Building Profile:** The Landlord, when requested by the Tenant (which request may not be more than every two (2) years) and/or its vendor, shall provide any and all information regarding the building profile, which is necessary for a basic understanding of the Building's HVAC system(s) and which is necessary to set the foundation for the operations and maintenance of the indoor air.
2. **Operating Procedures:** The Landlord shall perform the regular operating and management of the Building's systems which directly affect the indoor air quality.
3. **Maintenance Procedures:** The Landlord shall have and maintain a preventive maintenance schedule for the Building's system components (excluding any equipment, furniture and fixtures which are the personal property of the Tenant) that control and/or impact the indoor air quality.
4. **Audits:** The Tenant may, at its sole cost and expense, perform audits of the Premises, and specifically for the HVAC system and other systems and/or equipment that impact the indoor air quality. Should the audit determine that an adjustment needs to be made to the existing equipment and/or another action performed to improve the indoor air quality within the Premises, the Landlord shall, at its sole cost and expense, immediately undertake such action or improvement to improve the indoor air quality.
5. **Recordkeeping:** The Landlord shall record all Tenant complaints of building-related illnesses, which relate to, or may have been possibly impacted by, the indoor air quality in the Building. These records are necessary to expedite review and evaluation of the system and to support implementation and operation of an adequate environmental air quality program. Whenever possible, the Landlord hereby agrees to use an Environmental Air Quality Complaint Form to record the illnesses and indoor air quality issues.

ASHRAE, EPA and OSHA standards are updated on a regular basis, therefore, the Landlord should always follow the latest approved standards.

ASHRAE standards establish consensus for test methods and performance criteria. These include voluntary consensus standards for Method of Measurement or Test, Standard Design and Standard Practice. Consensus standards define minimum values or acceptable performance. ASHRAE is accredited by the American National Standards Institute (ANSI) and follows ANSI's requirements for due process and standards development.

**EXHIBIT C**  
**TENANT'S WORK LETTER**

A handwritten signature in blue ink, located in the bottom right corner of the page. It appears to be a stylized 'M' or 'J' followed by a flourish.

## **Exhibit "C" – Tenant's Work Letter**

Tenant will construct upon the Premises the following Tenant Improvements:

- Purchase and install new flooring
- Purchase and install new ceiling tiles
- Purchase and install LED lighting
- Purchase and install new outlets, light switches and data port covers
- Purchase and install cubicles and furniture
- Perform electrical and data work, as needed, to connect appliances
- Replace office doors (excluding exterior door to the suite)
- Refinish kitchenette and cabinets
- Patch, repair and paint walls

Tenant is responsible for all costs associated with the Tenant Improvements. Prior to commencement of work upon Tenant Improvements, Tenant must provide Landlord with plans and/or specifications for the Tenant Improvements. Tenant must also submit proof of permits, as applicable, for the planned construction. Tenant shall notify Landlord whether the work will be conducted by a licensed general contractor or by Tenant's staff, as specified in the Lease.